



IN THE UNITED STATES OF AMERICA  
PATENT AND TRADEMARK OFFICE

PATENT NO.: 7,036,397

SERIAL NO.: 10/625,441

ISSUE DATE: May 2, 2006

FILING DATE: July 23, 2003

**Mail Stop MAINTENANCE**  
COMMISSIONER FOR PATENTS  
P.O. BOX 1450  
ALEXANDRIA, VA 22313-1450

REQUEST FOR WITHDRAWAL BY ATTORNEY

I, an attorney signing below, respectfully request permission to withdraw from all further responsibility in this patent in accordance with 37 CFR 1.36.

The last known mailing address of the assignee is:

Mr. Daniel S. Bangert  
Superior Manufacturing & Hydraulics, Inc.  
4225 Highway 90 East  
Broussard, LA 70518

The basis for the request for withdrawal is 37 CFR 10.40(c) sections (5) and (6).

In an effort to assure that proper steps are taken to timely pay maintenance fees, the person(s) listed above has been notified of his responsibility to pay such fees.

The term within which the first maintenance fee is due will expire on November 2, 2009.

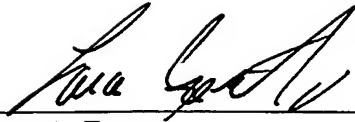
This maintenance fee can be paid with a surcharge until May 2, 2010.

In accordance with 37 CFR 10.40(a), a copy of this request is being sent to the client. A copy of the letter to the client is attached.

This request is enclosed in triplicate.

The undersigned, an associate of the law firm of Jones, Walker, Waechter, Poitevent, Carrère & Denègre, L.L.P., signs on behalf of all attorneys registered in this matter, respectfully requesting to withdraw.

Reg. No.: 38,882

  
Lance A. Foster  
Jones, Walker, Waechter, Poitevent, Carrère &  
Denègre, L.L.P.  
5th Floor, Four United Plaza  
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CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service in an envelope addressed to: **Mail Stop MAINTENANCE**, Commissioner of Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on this 7<sup>th</sup> day of June, 2006.

  
Kristine R. Crake



Lance A. Foster  
Direct Dial 225-248-2106  
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lfoster@joneswalker.com

May 31, 2006

**VIA CERTIFIED MAIL**  
7005 1820 0007 9812 5371

Mr. Daniel Bangert  
Superior Manufacturing & Hydraulics, Inc.  
4225 Highway 90 East  
Broussard, LA 70518

Re: U.S. Patent No. 7,036,397  
"Granular Particle Gripping Surface"  
Serial No. 10/625,441  
Our File: 16342/093221-05

Dear Dan:

Congratulations on the newly issued Patent No. 7,036,397. Please keep the original Letters Patent in a safe place where it is not likely to become lost or stolen.

Products employing the patent should be physically marked with the patent number (e.g., U.S. Patent 7,036,397, or U.S. Pat. 7,036,397). **Please be sure to read and follow the enclosed insert entitled "Patent Marking."** Valuable rights could be lost if you fail to properly mark your device as patented.

Our records indicate that maintenance fees on this patent will be due as follows:

1st Maintenance Fee:	November 2, 2009	\$450.00
2nd Maintenance Fee:	November 2, 2013	\$1,150.00
3rd Maintenance Fee:	November 2, 2017	\$1,900.00

You should verify these amounts at the time of payment, because they can be changed by law or regulation. **Failure to timely pay these maintenance fees will result in the cancellation of your patent rights.** We understand that you are presently a "small entity" for purposes of paying maintenance fees. Please be reminded that if you assign or license your patent to an entity that does not qualify as a small business concern then large entity maintenance fees will be owed. Failure to pay the **proper** maintenance fee can result in the cancellation of your patent rights.

{B0386305.1}

JONES, WALKER, WAECHTER, POITEVENT, CARRÈRE & DENÈGRE L.L.P.

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BATON ROUGE HOUSTON LAFAYETTE MIAMI NEW ORLEANS WASHINGTON, D.C.

May 31, 2006

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Because our foreseeable work on patent applications normally ends upon issuance of the patent and due to the fact that it is sometimes difficult, if not impossible, to locate former clients when maintenance fees become due, it is the usual policy of this firm to file with the Patent and Trademark Office (the "PTO") the enclosed papers which indicate that we are withdrawing as attorney of record on this file and further instruct the PTO to forward directly to you any notices or other correspondence relating to this patent. Although our law firm does maintain a date calendaring system and endeavors to send reminder notices, the potential for not being able to locate clients means we cannot guarantee you will receive any reminders of when maintenance fees are due. Nor does our firm pay maintenance fees unless we receive written instructions from the client to do so. Therefore, you must maintain your own calendaring system.

There are private companies who provide maintenance calendaring for patent and trademark fees. One such company is Computer Packages, Inc. ("CIP"). Information regarding CIP's services can be found at [www.computerpackages.com](http://www.computerpackages.com).

Under current rules and regulations, the term of this patent will expire on October 13, 2017.

Please don't hesitate to contact us with any questions.

Sincerely,



Lance A. Foster

LAF:krc  
Enclosures

## **PATENT MARKING**

### **1. The Need for Marking**

Every article or composition of matter employing the patented invention **should** be marked with the patent number. Failure to properly mark your invention can result in loss of valuable remedies against infringers of your patent rights. For instance, improper marking will bar recovery of damages for patent infringement until actual notification of infringement is provided to the infringers.

### **2. How to Mark**

Proper marking must use the term patent and the patent number as follows: U.S. Patent 7,036,397 or U.S. Pat. 7,036,397. Improper marking, for instance, would be "Patented" without an indication of the patent number. If it is possible to physically mark the invention with the patent number, you should do so. If, because of the character of the invention, such as a liquid or size limitations of the article, it is not possible to mark the invention directly with the patent number, then you may alternatively mark the patent number upon: either (1) the packaging wherein one or more patented articles is contained; or (2) a label fixed to the patented article. If an alternate form of marking is used (i.e. marking the packaging or affixing a label), it is important that no other markings appear on the patented article, such as foundry numbers, dates, manufacturer's identification numbers, etc. Please be sure to mark each and every article employing the patent. If an article is covered by more than one patent, each patent number should be marked on the article. If your patent is on a method, mark the device or devices used to practice the method and mark any brochures or other documents which describe the method. We suggest that you keep records to document your marking efforts, including documentation of when and how marking was begun and documenting any changes to your marking.

### **3. Who Must Mark**

The patentee is responsible for ensuring proper marking. Consequently, if you license the making or selling of your patented articles, then you must ensure that your licensee properly marks the patented article. If you license the making or selling of patented articles, we suggest that you have a form letter to be signed by those responsible for marking wherein the marking duties are specified and the person signing acknowledges his/her marking duties. Further, we suggest you periodically check that your licensee performs his/her marking duties, and that you document your efforts to police your licensees with marking responsibilities.

### **4. Review your Marking Practices**

If an item is improperly marked as patented when it is not, you can be exposed to damages for "patent mis-marking." This can occur, for instance, when your initial patented invention changes as you incorporate design improvements, or when you change to a more efficient manufacturing process which requires changes in your product design. The changes to the product could be of a nature that the changed product is no longer covered by the patent. For this reason, we suggest that you periodically review your inventions and your marking practices. Times for review can be when new or changed products are introduced, during negotiations for licensing of your patent, and when maintenance fees are due. Such a review will help ensure that you do not mis-mark, and additionally, will help identify products for which you may wish to seek patent protection.

### **5. Cease Marking at Expiration of Patent Term**

Continued marking of an item as patented after the patent has expired or is invalidated, could expose you to charges of mis-marking. While the law in this area is uncertain, we suggest that when the patent term expires, you cease marking your items as patented.